

STATE OF SOUTH CAROLINA
COUNTY OF

[REDACTED]

Complainant,

vs.

Alene R. Dicks (Owner)
c/o North Side Mobile Home Estates
467 Red Tip Lane
Aiken, SC 29801

Respondent.

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

HUD NO.: 04-15-0956-8
SCHAC NO.: II-3-15-008

CONCILIATION AGREEMENT

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] hereinafter "Complainant"), versus Alene R. Dicks, (Owner), et al (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on August 15, 2015; by the Complainant against the Respondent alleging a violation of the South Carolina Fair Housing Law, as amended.

I. CASE SYNOPSIS

Complainant [REDACTED] identifies herself as African American. The Complainant attempted to rent a mobile home located at North Side Mobile Home Estates, a property located at 467 Red Tip Lane Aiken (Aiken County), South Carolina 29801. The aforementioned property is owned and managed by Respondent Alene R. Dicks.

According to the Complainant [REDACTED] identifies herself as a individual of African American descent. The Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act") protects from unlawful discrimination because of her race. The subject property is located at 467 Red Tip Lane Aiken (Aiken County), South Carolina 29801. The Respondent is Alene R. Dicks, owner and operator.

According to the Complainant, she called and spoke to Respondent Dicks regarding the availability to rent the subject property. Respondent Dicks allegedly told the complainant that the mobile home was available to rent. Complainant set an appointment to view the property on or about April 11, 2015. Complainant alleges that when Respondent Dicks saw her and realized she is African American, Respondent Dicks told the complainant that her son had sold the mobile home. Complainant later called from a different number and was told by Respondent Dicks that the property was available to rent. Complainant arranged for a woman, white, to contact Respondent Dicks. Complainant reported that the woman called Respondent Dicks, who reportedly told the woman that a mobile home was available to rent. The woman visited the mobile home park and Respondent Dicks confirmed a mobile home was

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available and that another would be available in two weeks. Complainant said she arranged for a second woman, who is white, to call the respondent. When the second woman called, Respondent Dicks didn't give her any information. Respondent Dicks told the caller that she did not rent over the phone and that the woman would have to visit the property in person. Complainant believed that respondent linguistically profiled her as white on the phone, because of her speech pattern and when Respondent Dicks saw the complainant is African American she refused to rent to her.

Complainant believes Respondent Dicks discriminated against her by denying her an opportunity to rent subjecting her to different terms and conditions because of her race in violation of the Act.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable, and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SCHAC Case No.: H-3-15-008 and HUD Case No.: 04-15-0956-8 through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events, which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of North Side Mobile Home Estates, Aiken, SC.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restricts the SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at the South Carolina Human

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Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondent agrees to comply with all Federal and State Housing Laws.
- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

- A. Respondent Alene R. Dicks (Owner) of North Side Mobile Home Estates, Aiken, SC, agrees to pay \$1,050.00 in a lump sum settlement payment to the Complainant (Carissa Adgerson). The above referenced payment is being tendered as reimbursement for a security deposit payment and eight (8) months' of increased rental payments made by the Complainant at the rate of \$100.00 per month at her current place of residence; allegedly caused by the Respondent in relation to the alleged incidents that occurred at North Side Mobile Home Estates, Aiken, SC during or about the period of April 2015.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against the Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims, which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether the Respondent has complied with the terms of this agreement. In the event that the Commission determines that the

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Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the Respondent shall be given a reasonable time period to remedy such non-compliance.

- B. Complainant and Respondent agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Fair Housing Director
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SCHAC and HUD case numbers, which is are follows:

SCHAC Case No.: H-3-15-008 and HUD Case No.: 04-15-0956-8

VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

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WITNESS DATE

This agreement shall become effective on the date on which it is approved and signed by the Commission of the South Carolina Housing Finance Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on this day and date indicated.


[Redacted Name]
[Redacted Title]

2/21/16
(Date)

Glenn R. Dickler
Glenn R. Dickler, Owner, Respondent

1-29-16
(Date)


[Redacted Name]
[Redacted Title]

02-03-16
(Date)

Approved on Behalf of the Commission


Raymond Blanton III, Commissioner

2-4-16
(Date)